SHIMOGA DISTRICT.

Notification dated 4th April 1931.

Tenders are hereby invited for the exclusive privilege of transporting under-bond country spirits in motor lorries from the Railway Station at Shimoga to the several Bonded Depots, as noted below, beginning with the 1st of July 1931 and ending with the 30th of June 1932.

1. Shimoga.
2. Honnali.
3. Tirthahalli.
4. Kallurkatte (Hosanagar).
5. Sagar.
6. Sorab.
7. Shikarpur.
8. Koppa.
9. Sringeri.

2. The privilege for which tenders are now invited will be conceded subject to the conditions specified in the annexed appendix and the Excise and Motor Vehicles Laws and Rules now in force or which may from time to time be passed by Government or issued by the Excise Commissioner by virtue of the powers delegated to him under the Excise Laws and Rules or other competent authority as regards Rules relating to Motor Vehicles.

3. The number of casks and the quantity of spirits as also the number of special liquor and ganja cases conveyed to each depot during the year 1929 30 and the distance of each depot from the Railway Station at Shimoga are mentioned in the annexed statement. No definite number of casks and cases is however guaranteed for transport, to the successful tenderer who is bound by actual requirements (be the same more or less than the number carried in any previous year).

Note.—The casks in use range in capacity frm 50 to 60 gallons each and the gross weight when filled with spirits of 35° U. P. varies from 7 to 9 maunds. The weight of each special liquor box is about 2½ maunds. The minimum number of casks to be conveyed each time to a depot is 2 and the maximum 6. The number of trips to each depot will be one or more per month according to the local demand.

4. Tenderers must specify separately the lowest rate of remuneration for each cask of arrack and each case of special liquor to be carried from Shimoga Railway Station to each of the Bonded Depots, which should include bringing back of the empty casks from there to Shimoga Railway Station. The rate thus tendered and accepted by the Excise Commissioner in Mysore shall be the rate at which remuneration shall be calculated on the actual number of casks of arrack and cases of special liquors carried in each case and be payable to the successful tenderer who shall be called "Government Contractor for the carriage of arrack to Bonded Depots" during the currency of the contract granted under this Notification.

The contract will include the carriage, along with arrack casks and special liquor cases of the requisite supplies of Ganja and Proof spirits bottles occasionally in deal-wood cases to the several depots or taluk treasuries as the case may be, in the places noted in para 1 above from the Shimoga Railway Station at a uniform rate of one rupee per case irrespecitve of the distance and weight.

Note.—The gross weight of each case varies from 20 seers to one maund or thereabouts. The number of cases conveyed to each treasury last year is noted in the annexed statement.

5. Each tender must be accompanied by a deposit of Rs. 100 and enclosed in a cover superscribed with the words "Tender for the exclusive privilege of transporting spirits from Shimoga Railway Station to the Bonded Depots" and must be sent to the Deputy Commissioner at Shimoga, so as to reach him before noon on 11th May 1931, after which date no tenders will be received. The tenders will be opened by the Deputy Commissioner or by one of his authorised agents at his office at 3 P.M., on the 12th May 1931 in the presence of such of the applicants as may be present. The final disposal of the tenders will rest subject to the approval of the Excise Commissioner in Mysore, with the Deputy Commissioner, Shimoga District, who reserves to himself full power to reject any or all of the tenders without assigning any reason. The deposits made by the unsuccessful tenderers will be immediately returned to them.

6. The successful tenderer shall, within 8 days of the acceptance of his tender being communicated to him, deposit at Shimoga District Treasury, a further sum of Rs. 900 in cash or in approved securities duly endorsed in favour of the Comptroller to the Government of Mysore to make up with the deposits previously made, a sum of Rs. 1,000 and shall execute an agreement in the appended form binding himself to conform to the conditions therein set forth, and if he fails or refuses to sign the agreement or to make the further deposits required within the time aforesaid the deposits already made will be forfeited to Government and the contract otherwise disposed of.

APPENDIX I.

Form of the contract bond to be executed by the successful tenderer for the carriage of country spirits.

Whereas I.....
have been granted by the Excise Commissioner in Mysore, for the period of one year beginning with...

the 1st of July 1931 and ending with the 30th June of 1932, the right of conveying underbond, country spirits by motor lorries from the Railway Station at Shimoga to the marginally noted depots and whereas the said Excise Commissioner has agreed to pay me the remuneration for each arrack cask and each special liquor case at the rates noted against each of the Depots, I the said ..... for myself, my heirs, legal representatives and assigns hereby agree and bind myself to all the terms and conditions hereinafter set forth :—

1. That I shall bind myself to transport arrack casks, cases of ganja, special liquors and proof spirits in strong and sound motor lorries, in such manner and by such routes as may be permitted by the Deputy Commissioner, Shimoga District.

2. That I shall be bound to take immediate delivery of arrack casks and cases of ganja, special liquors and proof spirits, whenever required, from the Amildar of Shimoga or from any other officer appointed for the time being convey the same to the respective depots and treasuries within the prescribed time and that I shall also bind myself to keep such casks and cases, till they are transported, in a building approved by the Department and to allow the officers of the Excise Department appointed for the purpose to inspect them at any time.

3. That I shall bind myself for the correct delivery with the Government seals intact of the requisite supplies of arrack casks and other cases to the respective depots and treasuries within the time that may be allowed by the Deputy Commissioner, for transit to each place.

4. That in special cases sanctioned by the Excise Commissioner, I shall be bound to carry the requisite supply of arrack to any altered locality of the existing depots in any of the abovenamed places.

5. That it will be open to the Excise Commissioner to close any depot during the period of the contract as being superfluous or for any other valid reason.

6. That I shall be bound to carry the requisite supplies of proof spirits and ganja to the depots or the taluk treasuries as the case may be in the places named above at a uniform rate of one rupee per case irrespective of the weight and distance.

7. That as remuneration for my contract, the Excise Commissioner or other officer as may be appointed by him shall pay me fortnightly or monthly an amount calculated at the sanctioned rate as noted above for each arrack cask and each of special liquors conveyed by me from the Railway Station at Shimoga to the respective Depot which includes the bringing back of the empty cask from the Depot to the Railway Station at Shimoga.

8. That I shall be bound to bring all the empty casks in sound condition from the several Depots back to Shimoga Railway Station and then book them in safe condition to the officer in charge of the Distillery and Transport Arrangements, Bangalore, Railway freight to be payable by that officer and that I claim no remuneration separately for the purpose.

9. That I shall conform to the Excise and Motor Vehicles Laws and Rules now in force and which may from time to time be issued by Government and the Excise Commissioner and also to such rules of practice as may be prescribed by the Excise Commissioner in Mysore or other competent authority as regards Motor Vehicles.

10. That I shall be bound to make good the loss accruing to Government and the licensees by short stock or no stock of spirits in the said deposits or of ganja in the said treasuries by my neglect or carelessness in not conveying the necessary supplies of spirits or ganja to the depot or the taluk treasury respectively within the time allowed for transit to me.

11. That as my liability under this contract commences on delivery to me of the spirits casks or cases and ganja cases at the Shimoga Railway Station all further liability or responsibility to account for the spirits or ganja as the case may be in those receptacles thence-forth shall rest with me till they are safely delivered at the destination with the seals intact and with no tampering or extraction of the contents, and any diminution from any cause whatever (acts of God, Vismajor and State's enemies excepted) shall be made good by me at the prevailing rate of duty and price per gallon of arrack of 35° U. P. and proportionately for the higher or lower strengths of spirits and per seer of 80 tolas of ganja respectively and that all dues to Government may be recovered from me as if they were arrears of Land Revenue.

12. That in the event of the break-down of the lorry during transit for any cause whatsoever, I shall be bound to make other arrangements for the quick transit of the casks and cases of spirits and cases of ganja or the empty return of casks to their respective destination and that in the event of my failure to do so it shall be competent to the Deputy Commissioner to make any arrangements at my cost and that my liability contemplated in condition (11) *supra* shall not cease thereby.

13. That this contract shall not be transferable except with the consent of the Deputy Commissioner and subject to the approval of the Excise Commissioner.

14. That for the due fulfilment of the terms of this contract, I hereby deposit in the District Treasury at Shimoga a sum of Rs. 1,000 in cash or approved Government Securities duly endorsed in favour of the Comptroller to the Government of Mysore.

15. That in case of breach of the Excise Laws and the Rules or any of the aforesaid conditions or in case of any attempt at fraud by my servants, agents or employees or by me, it shall be competent to the Deputy Commissioner to impose upon them or for the Excise Commissioner to impose upon myself, in the event of my neglect, a fine not exceeding Rs. 50 for every such breach or neglect, or at the option of the Excise Commissioner to declare the money deposited by me forfeited and to

cancel the contract. In the event of my contract being cancelled I shall be bound to make good any loss that might accrue to Government for the remaining period of my contract by any subsequent disposal of the contract or by any other arrangement and shall not be entitled to participate in any profit that might accrue to Government by such disposal. It shall be competent to the Excise Commissioner to deduct from my remuneration bills any amount that may be due to Government on account of diminution in the contents, as stated in condition II *supra*, short stock and no stock in the Depots or treasuries and fines imposed on me or my employees.

16. That the imposition of a fine, or the forfeiture of the deposits or the cancelment of the contract shall not be held to prevent prosecution of any of my employees or myself for any offence committed under any law for the time being in force.

In witness, thereof, I..... ....hereunto set my hand and seal this day of 193 .

Seen and signed and delivered in the presence of us.

Witnesses.

1.

2.

APPENDIX II.

Statement showing the number of Casks and the quantity of Spirits conveyed to each depot from Shimoga during the year 1929-30 :—

Depots	Molasses Arrack		Distance	Present rate per barrel	Special Liquor and Jaggery		Ganja	
	No. of Cases	Quantity			No. of cases	Present rate per case	No. of cases	Present rate per case
		Gls. Drs.	Miles	Rs. a. p.		Rs. a. p.		
1. Shimoga	217	12,458 38	1	1 0 0	52	0 8 0	11	
2. Honnali	92	5,170 18	24	4 8 0	15	1 2 0	..	
3. Shikarpur	54	2,966 45	32	6 0 0	7	1 8 0	6	
4. Sorab	54	3,054 27	54	10 0 0	1	2 8 0	6	
5. Sagar	72	4,099 42	45	8 0 0	49	2 0 0	6	
6. Hosanagar	32	1,808 42	42	8 0 0	35	2 0 0	8	
7. Thirthahalli	127	7,163 44	36	7 0 0	103	1 12 0	5	
8. Koppa	114	6,255 46	38	7 0 0	128	1 12 0	3	
9. Sringeri	35	1,995 0	34	10 0 0	23	2 3 0	..	

Uniform rate of one rupee per case to all station.

B. VENKATAKRISHNAPPA.
For Deputy Commissioner.

BANGALORE PALACE.

Notice dated 4th April 1931.

The public are hereby informed that the Mango and Jack fruit crop of :—

1. Bangalore Palace Gardens
2. Bangalore Palace Orchard.

For the year 1931, will be sold by public auction at the office of the undersigned at 1 P.M., on Friday the 24th April 1931. Further particulars may be had from the office of the undersigned on working days from 11 to 5 P.M.

A. RAMA RAO,
Superintendent.

"I beg to move the Hon'ble High Court of Mysore to enrol me as an advocate thereof."
G. M. MARULIAH, B.A., LL.B., *Vakil, Shimoga.*